

**Vermont Fuel Supplier Certification
Office of Fuel & Utility Assistance**

**2014-2015 Margin over Rack (MOR)
Pricing Agreement**

Company Name (please print) _____

Address (please print) _____

Phone Number _____

Email _____

The following fuel types are subject to the terms of this MOR Pricing Agreement:

___ Oil ___ Propane ___ Kerosene/ULSD (for heating only)

AGREEMENT:

- A. The MOR price shall be calculated and posted by the Fuel & Utility Office. The MOR is calculated by adding a margin of **\$0.50** to the Vermont Fuel Assistance Rack Price (VFARP). The VFARP for oil, kerosene/ULSD and propane will be determined by the Fuel & Utility Office. The specific racks and rack prices as identified by **OPIS Web Rack** or other industry sources and the calculation based on averages or “weighted” averages will be posted beginning Monday October 20, 2014 on the Fuel & Utility Office website: www.dcf.vermont.gov/esd/fuel_assistance. The VFARPs will be posted by 11:00 am each day applicable to fuel deliveries the following day. The VFARP posted by 11:00 am on Friday will be applicable to Saturday, Sunday and Monday deliveries.
- B. The Supplier agrees to apply at the time of delivery the lower of the MOR price as calculated by the Fuel & Utility Office or the Supplier’s current daily posted retail price with the Supplier’s regular cash or prompt payment discount.
- C. The Supplier agrees to apply the MOR Pricing to all fuel purchased with Fuel Assistance funds including crisis assistance. For deliveries authorized by the Crisis Fuel Program, the Supplier agrees to apply at the time of delivery the lower of the MOR price posted by the Fuel & Utility Office or the Supplier’s daily posted retail price without the Supplier’s regular cash or prompt payment discount.
- D. The Supplier is not required to apply the MOR to pre-buys or other fuel purchase contracts that recipients execute on their own behalf **and** that fix or cap the fuel price per gallon, even if Fuel Assistance fund are used to pay for those plans. This paragraph applies only to recipient’s pre-buy or other fuel purchase contracts that have been fully executed **prior** to the Supplier receiving a recipient’s first seasonal or crisis fuel benefit. The Supplier agrees to provide to the Fuel & Utility Office, no later than November 30, 2014, a list of all Fuel Assistance recipients who have fixed or price capped fuel purchase contracts. The list will include each client’s first and last name, address, and the State’s client identification number. The Supplier agrees to provide a copy of the fixed or capped fuel purchase contract upon request from the Fuel & Utility Office.

- E. The Supplier agrees to itemize on client account records the applied MOR for each fuel delivery.
- F. The Supplier agrees to maintain pricing sheets for the Supplier's daily posted retail price, including the Supplier's cash or prompt payment discount and report that information to the Fuel & Utility Office when requested.
- G. The Supplier agrees to maintain client account records of all deliveries and discounts and report that information to the Fuel & Utility Office when requested.
- H. The Supplier agrees to permit representatives of the Agency of Human Services Audit Division to view and audit account records of fuel assistance clients, as permitted by law, in order to ensure pricing uniformity and compliance with applicable Vermont laws. The Fuel & Utility agrees to maintain confidentiality of all account information viewed for fuel assistance clients.
- I. At the direction of Fuel Assistance recipients, benefits will be issued to the recipients' designated fuel supplier certified by the Fuel & Utility Office. The Supplier agrees to accept payment of benefits from the Fuel & Utility Office on behalf of recipients. To the extent that fuel purchases exceed the amount of benefits provided, the excess cost will be the responsibility of the recipient.

I attest that I am duly authorized to represent and execute this **"Margin over Rack (MOR) Pricing Agreement"**. All terms and conditions of the Fuel Supplier Certification Agreement apply. When accepted by the Fuel & Utility Office this Pricing Agreement will remain in effect until June 30, 2015 and may be renewed at the sole discretion of the Fuel & Utility Office for one year ending June 30, 2016.

Signature

Date

Individual's name – please print

Submission:

Please return a pdf file or scan of the completed form(s) to:

[ahs-esd-fuel\\$mgmt@state.vt.us](mailto:ahs-esd-fuel$mgmt@state.vt.us)

Or, return the original completed form(s) by mail to:

Michelle LaPerle
Office of Home Heating Fuel Assistance
103 South Main Street, Waterbury
Waterbury, Vermont 05671

Questions? Please email: [ahs-esd-fuel\\$mgmt@state.vt.us](mailto:ahs-esd-fuel$mgmt@state.vt.us)

Suppliers should keep a copy of this signed/completed form as part of their Vermont Fuel & Utility Assistance Program Dealer Certification document records.